

(TO BE RETURNED WITH PROPOSAL)



COWICHAN VALLEY REGIONAL DISTRICT

IDENTIFICATION SHEET

RFP NO. ES-022-16

**FOR THE PROVISION OF
BINGS CREEK RECYCLING CENTRE – LIGHTING UPGRADE**

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)	
ADDRESS	CVRD / POSTAL CODE
TELEPHONE NO.	FAX NO.
NAME OF PERSON SIGNING FOR FIRM	
OFFICE OF PERSON SIGNING FOR FIRM	

Austin Tokarek
PROJECT MANAGER

Hamid Hatami
GENERAL MANAGER

DEPARTMENT: Engineering Services

COWICHAN VALLEY REGIONAL DISTRICT
175 INGRAM STREET
DUNCAN, BRITISH COLUMBIA
V9L 1N8
www.cvrld.bc.ca

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INCLUDING ALL ADDENDA ISSUED

SUBMISSION OF PROPOSAL:

Your proposal must be made on this form and returned sealed in a enclosed envelope **NOT LATER THAN:**
2:00:00 O'CLOCK P.M. LOCAL TIME

Friday August 19, 2016

Addressed to:

Austin Tokarek, MBA, CEA
Sr. Environmental Analyst – Energy (Project Manager)
Cowichan Valley Regional District
Engineering Services Department
175 Ingram Street
DUNCAN, BC V9L 1N8

Time will be determined in accordance with the time clock adjacent to the front counter of the Cowichan Valley Regional District, Engineering Services Department, 3rd Floor, 175 Ingram Street.

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the Region.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered.

The lowest fee rates or any proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

INTRODUCTION

The Cowichan Valley Regional District (herein after referred to as the CVRD) invites qualified and experienced Proponents to respond to this Request for Proposals (RFP) for provision of supply, and install of energy efficient lighting for the Bings Creek Recycling Centre Lighting Upgrade Project.

The Proponent's proposal must be completed and submitted in the prescribed format. If requested, the Proponent must be prepared to meet with CVRD staff to review their proposal.

The intent of the attached Terms of Reference is to describe the desired minimum specifications for the work.

The CVRD intends to enter into an agreement with the Proponent whose proposal, in the sole judgment of the CVRD, most effectively meets the requirements of this RFP.

Competition Intended

The CVRD's intent in this RFP is to permit competition. It shall be the Proponent's responsibility to advise the Project Manager in writing if any language, requirement, specification or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. Such notification must be received by the Project Manager **no later than one week prior to the closing date**.

The CVRD expects that all Proponents will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this contract.

ALSO, PLEASE NOTE THAT PROPONENTS ARE ADVISED TO ATTEND A SITE MEETING WEDNESDAY AUGUST 10, 2016 @9:00 A.M. AT THE BINGS CREEK RECYCLING CENTRE. PLEASE MEET OUTSIDE THE ENTRANCE TO THE STAFF BUILDING.

TERMS OF REFERENCE

Summary

The CVRD is requesting proposals from qualified and experienced electrical contractors to supply and install energy efficient lighting technologies to replace existing lighting systems at Bings Creek Recycling Centre. The intention is to maintain existing lighting levels by replacing existing luminaires with new LED luminaires and to update controls to reduce electricity consumption and maintenance requirements.

Background

The Bings Creek Recycling Centre is the largest waste management facility in the area and accepts a wide range of materials for recycling. In addition, this complex includes a range of associated activities including a biodiesel production facility (operated by the Cowichan Biodiesel Co-operative) and an Operations Building (utilized by Cowichan Search and Rescue, CVRD Water Management Division, and CVRD Parks). The facility is open daily from 8 am to 5 pm, and has undergone several upgrades and refurbishments, the latest of which was in 2010, and provides a total conditioned area of approximately 10,000 ft².

Objectives

Objectives of this study/project are to:

1. Replace existing luminaires with more efficient LED technologies and associated controls; and
2. Reduce on-site electricity consumption and maintenance requirements

Scope of Work

Project Area

The Bings Creek Recycling Centre, located at 3900 Drinkwater Road, Duncan, BC. A Site Plan/ Electrical Layout Diagram, prepared during the 2010 upgrade is attached to the RFP for information only as it is not an up-to-date document. The biodiesel production facility (labeled Recycling Depot on Schedule B - 2010 Bings Creek Site Plan/Electrical Layout Diagram) and the Operations Building are excluded from the Project Area.

System Requirements

- a) Power to the facility is distributed at 120/208V and is used for the facilities internal lighting, plug loads and items of mechanical equipment.
- b) Power for external lighting and specific mechanical equipment is distributed at 347V.
- c) All proposed luminaires will provide equivalent light output (Lumens) to existing luminaires.
- d) All proposed luminaires will have:
 - i. Colour temperature of 4000K or less.
 - ii. Rating for 50,000 hr lamplife minimum.
 - iii. Five (5) year warranty minimum.

Scope

This project will be undertaken with involvement from CVRD staff – with representatives from the Engineering Services Department . The Scope of the assignment shall include, but is not limited to the following:

- a) Supply and install all equipment, material, labour, tools, and warranty for the project as per the specifications (Table 1 - Bings Creek Recycling Centre Lighting Upgrade Scope of Work). All installations shall comply with all applicable codes, standards, and regulations. All installations shall be inspected and approved by BC Safety Authorities and CVRD;
- b) Obtain all required permits, including construction permits;

- c) All equipment must be CSA certified and sourced from a reputable supplier;
- d) All freight and local cartage costs of the equipment and material for the project;
- e) Removal and recycling of existing equipment except where specified and agreed upon by the CVRD;
- f) Complete all repair work to return space to prior aesthetic condition, and refinish damaged or marred factory finish to factory finish;
- g) Inform CVRD for regular inspections and final inspection;
- h) Provide a site instruction and training session for the CVRD site operators;
- i) Provide one (1) digital and two (2) hard copies bound in binders which include all spec sheets, installation/maintenance instructions and warranty information for the equipment;
- j) Warranty information should include details on process and timing to replace malfunctioning luminaires within the warranty period;
- k) Provide a BC Hydro Energy Savings Lighting Calculator Microsoft Excel file;
- l) Prior to placing final order, contractor must verify light count, provide spec sheets for all equipment, and obtain written confirmation from the CVRD;
- m) Provide a written Start-up/Commissioning Report confirming controls are operating as required; and
- n) The CVRD is open to concepts, designs, and innovations that will improve the quality of the delivered products which include but are not limited to the installation of proposed new luminaires or equivalent, as detailed in Table 1 - Bings Creek Recycling Centre Lighting Upgrade Scope of Work.

Table 1 – Bings Creek Recycling Centre Lighting Upgrade Scope of Work

No	Building	Existing Luminaire type	New Luminaire Type or Equivalent	Qty	Comments
Phase 1 – Exterior Luminaires					
1	Outdoor Shoe Box Fixture	400 watt Flood Light	200 Watt Flood	34	Existing photocells to be replaced
2	Transfer Station - Wall Pack	400 watt Wall Pack	200 watt Highbay	2	Existing photocells to be replaced
3	Transfer Station - Wall Pack	150 watt Wall Pack	80 watt Flood	2	Existing photocells to be replaced
4	Transfer Station - Highbays	400 watt High Bay	200 watt Highbay	2	-
5	BLDG 4- Recycling Shack - Wall Pack	150 watt Wall Pack Classic	80 watt Wall Pack	4	Existing photocells to be replaced
6	Office - Wall Pack	150 watt Canopy	80 watt Wall Pack	1	Existing photocells to be replaced
7	Office - Wall Pack	70 watt Wall Pack	22 watt Wall Pack	2	Existing photocells to be replaced
8	Scale House - Wall packs	150 watt Wall Pack Classic	80 watt Flood	4	-
9	BLDG 7 - Wall Pack	150 watt Wall Pack Classic	80 watt Wall Pack	1	Existing photocells to be replaced
Phase 2 – Interior Luminaires					
10	BLDG 4- Recycling Shack (Free Store)	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	8	Sealed unit required
11	BLDG 4- Recycling Shack (Foam/Batteries)	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	8	Sealed unit required
12	BLDG 4- Recycling Shack (Hazardous Waste)	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	8	Sealed unit required
13	BLDG 4- Recycling Shack (Small Appliance)	MH-150w	45 watt Canopy	1	Sealed unit required

	Room)				
14	BLDG 4- Recycling Shack (Electronics)	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	2	Sealed unit required
15	Office - Male Change Room	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	5	New occupancy sensors required
16	Office - Male Change Room	T8-32w-1L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	2	New occupancy sensors required
17	Office - Female Change Room	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	2	New occupancy sensors required
18	Office - Female Change Room	T8-32w-1L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	1	New occupancy sensors required
19	Office - Female Change Room	CFL-26W-Quad-4 Pin -1L	12.5w-LED-Recessed Pot Light	1	New occupancy sensors required
20	Office - Washroom	CFL-26W-Quad-4 Pin -2L	12.5w-LED-Recessed Pot Light	1	New occupancy sensors required
21	Office - Offices/Reception	T8-32w-2L-4t-Elec	LED Tube-16w-2L-T8-Instant Fit	13	-
22	Public Washroom - Male	CFL-26W-Quad-4 Pin -1L	12.5w-LED-Recessed Pot Light	1	New occupancy sensors required
23	Public Washroom - Female	CFL-26W-Quad-4 Pin -1L	12.5w-LED-Recessed Pot Light	1	New occupancy sensors required
24	Scale House - Internal	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	6	-
25	Warming Shack	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	3	-
26	BLDG 5 - Electrical Room	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	4	-
27	BLDG 5 - Fire Protection Room	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	4	-
28	BLDG 7 - Fire Well Pump Station	T12-34w-2L-4t-Mag	LED Tube-16w-2L-T8-Instant Fit	1	-

Participants & Key Stakeholders

The project will be conducted under the direction of the Project Manager, Austin Tokarek. Involvement of other CVRD Departments as stakeholders throughout this project is critical to its success. The internal stakeholders that will form the Steering Committee include:

1. Hamid Hatami, General Manager – Engineering Services Department
2. Tauseef Waraich, Manager - Recycling and Waste Management Division
3. Jason Adair, Solid Waste Operations Superintendent - Recycling and Waste Management Division

Deliverables

All reports and electronic submissions must be compatible with AutoCAD 2010/LT 2010 compatible DWG, Microsoft Office 2010, or Adobe CS6 and Creative Cloud compatible files, and ESRI ArcGIS for Desktop 10.x compatible. The final document is not expected to exceed 10 pages in addition to any summaries.

Key Deliverables will include:

1. A list of proposed replacement LED luminaires that meet current industry standards or best practices for office /industrial applications;
2. Supply and installation of LED replacement luminaires;
3. BC Hydro Energy Savings Lighting Calculator Excel File; and
4. Equipment Spec Sheets, maintenance and Warranty details.

Resources Provided

1. Schedule A - Invoice Summary Template
2. Schedule B - 2010 Bings Creek Site Plan/Electrical Layout Diagram

Staff Resources

The Project Manager for the CVRD, Austin Tokarek, will act as a single point of contact for all consultant inquiry and reporting. A Steering Committee (SC) will be established for this project. The SC will provide input support and review for the consultant deliverables. The SC is comprised of senior management and will provide final review and sign off of all work products.

Project Milestones

Please note that the CVRD reserves the right to modify specific target dates at its discretion.

Estimated Project Milestones:

Deliverable	Target Date
Equipment List	September 9, 2016
BC Hydro Energy Savings Lighting Calculator	September 9, 2016
Replacement Luminaires and Controls (supply and install)	October 21, 2016
Equipment Spec Sheets, maintenance and Warranty details	October 28, 2016
Start-up/Commissioning Report	October 31, 2016

Estimated Project Milestones:

Meeting	Target Date
Project kick-off	Week of August 29, 2016
Walkthrough at Substantial Completion	October 28, 2016
Final Walkthrough at Project Completion	October 31, 2016

Fees

Proponent shall provide a one all-inclusive upset cost to complete Phase 1 – Exterior Luminaires (A) , one all-inclusive upset cost to complete Phase 2 – Interior Luminaires (B) and a Total all-inclusive to complete both phases (A + B) of this engagement, inclusive of all reimbursable expenses, disbursements, and applicable taxes. The Proposal will be scored based on the Total all-inclusive cost.

Fees must be billed by deliverables. Payments will be made on the basis of the Detailed Work Schedule with Fees provided as part of this proposal and an agreed task breakdown. The Detailed Work Schedule with Fees will be used by the CVRD staff to monitor the progress and invoicing. An Invoice Summary (Schedule A) must be submitted with each invoice.

Proposal Submission Requirements

All information is to be submitted with a covering letter on corporate letterhead, duly signed and sealed by an authorized official, and enclosed in a sealed envelope. This letter should include the following information

Proposals must be clearly marked with Proposal Title, Reference Number (ES-022-16), and Proponent's name and contact information on the front cover.

To facilitate the equitable evaluation of all submitted proposals, Proponents should not exceed eight (8) double-sided 8.5"x11" sheets, excluding covering letter, resumes and appendixes, one (1) folded 11"x17" sheet for the Detailed Work Schedule **without** Fees and one (1) folded 11"x17" sheet for the Detailed Work Schedule **with** Fees included only in the pricing envelope. The body of the proposal shall adhere to the following outline:

1. Company Profile
2. Project Experience
3. Methodology and Work Plan Description
4. Project Team Organization and Qualifications
5. Staff Allocation and Detailed Work Schedule **without** Fees
6. Cost and Schedule Control
7. Design and Clarity of Proposal
8. Warranty
9. Price (in separate sealed envelope)
10. Detailed Work Schedule **with** Fees (in separate sealed envelope)

Please respond to each of the following points below, these comprise the basis for evaluation:

1. Company Profile

Provide a brief introduction to the principle firm and any sub-consultants, indicating suitability for the project, qualifications and any relevant specialized services. Preference will be given to:

- Experience with conducting lighting upgrades; and
- Expertise in lighting design and installation.

2. Project Experience

Provide a minimum of three (3) brief profiles of significant similar projects completed within the past five years, with project description, project costs at award and final costs of projects. Preference will be given to:

- Experience working with municipalities on lighting projects.

Provide an appendix of at least three (3) sample pages of previous work, representative of similar project experience. Preference will be given to examples of projects prepared for municipalities.

3. Methodology and Work Plan Description

Provide a general description of the research and design approach for this project, and detailed description of strategies and approach to the Scope of Work. Provide an outline of proposed activities to ensure proper decision-making and communications with the CVRD. Preference will be given to:

- A demonstrated understanding of the objectives, context, issues, deliverables and methodologies for developing the Bings Creek Recycling Centre Lighting Upgrade; and
- Attendance to all aspects of the Scope of Work.

4. Project Team Organization and Qualifications

Provide an outline of the respective roles and responsibilities of project team members on this project, including a brief summary of relevant expertise. For each team member, indicate a level of commitment as percentage of total work plan hours. Include a resume or one-page summary of qualifications and experience for all team members listed on the Detailed Work Schedule, including all sub-consultants.

Personnel substitution will not be accepted without prior written approval by the CVRD. Preference will be given to:

- Expertise and experience of the primary project staff, defined as the project manager and person(s) with greatest number of hours assigned to complete the work; and
- Expertise, experience of senior project staff and level of support to the project, defined as the number of hours assigned to supervise the work.

5. Staff Allocation and Detailed Work Schedule without Fees

Provide a Detailed Work Schedule **without** Fees (11x17 sheet) detailing the Proponent's approach to the activities described in the Scope of Work and Project Schedule and allocation of staff hours. Incorporate any refinements to the stated requirements, which you believe, are appropriate. Identify any staff time or information requirements from the CVRD, which have not been addressed in these Terms of Reference.

The Detailed Work Schedule **without** Fees should be broken down into weekly increments and show the start and finish dates for the various tasks identified in the Work Schedule (prepared in accordance with the Terms of Reference, Scope of Work) including the dates of all proposed meetings. Also, indicate requirements for client-supplied information/decisions that are required to maintain the proposed schedule.

6. Cost and Schedule Control

Provide an outline of the approach to cost and time control, demonstrating the Proponent's knowledge, interest and capacity to deliver the project within the fixed budget and deadline, including a statement of availability for project team members. Preference will be given to proposals that include strategies to adapt resources to flexible timelines within a firm budget.

7. Design and Clarity of Proposal

Submitted proposals should reflect the Proponent's understanding of the objectives, context, issues, deliverables and methodologies for the Bings Creek Recycling Centre Lighting Upgrade Project. Proposals should demonstrate extensive knowledge of lighting design and current lighting technologies, and the capability to write clear, concise, and comprehensive reports suitable to direct further design. Preference will be given to proposals that:

- Are free of spelling or grammatical errors;
- Minimize formatting inconsistencies;
- Exhibit a high degree of graphic design and layout skill;
- Are legible, accessible, and provide a clear visual hierarchy; and
- Demonstrate clear, succinct writing.

8. Warranty

Provide details on the process to make a warranty claim within the warranty period. Information should include details on process and timing to replace malfunctioning equipment.

9. Price

Proponents shall provide a **Proposal Bid Sheet** with one all-inclusive upset cost to complete Phase 1 – Exterior Luminaires (A) , one all-inclusive upset cost to complete Phase 2 – Interior Luminaires (B) and a Total all-inclusive to complete both phases (A + B) of this engagement, including fees, travel, disbursements and expenses, all in accordance with this document. Further pricing information will include the following:

- A schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work, to be provided on an hourly basis. All costs must be held firm throughout the duration of the contract;
- Unit pricing for luminaires, if the CVRD is required to purchase additional units beyond the identified quantity; and
- An Additional Price for Additional work as specified in the Bid Sheets.

10. Detailed Work Schedule with Fees

The Detailed Work Schedule (11 x 17) **with** Fees shall be submitted with the proposal outlining the hours of each team member allocated to each task shall be included with fees and subtotal of hours for each task detailed.

The Proponent's monthly invoice must be accompanied by the Invoice Summary Sheet (Schedule A) with task pricing based on the Detail Work Schedule **with** Fees provided.

The PROPOSAL BID SHEETS and DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope.

Each pricing envelope should have only the following information clearly identified on the front panel.

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

ADDRESS

CITY, TOWN OR VILLAGE

POSTAL CODE

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

(TO BE RETURNED WITH PROPOSAL)

PROPOSAL BID SHEETS

To provide Services for the **Bings Creek Recycling Centre Lighting Upgrade Project** for an upset limit including disbursements and expenses, all in accordance with this document.

A. ALL INCLUSIVE PRICE TO PROVIDE DELIVERABLES AS IDENTIFIED IN PHASE 1 – EXTERIOR LUMINAIRES	\$
B. ALL INCLUSIVE PRICE TO PROVIDE DELIVERABLES AS IDENTIFIED IN PHASE 2 – INTERIOR LUMINAIRES	\$
(A. + B.) ALL INCLUSIVE PRICE TO PROVIDE ALL DELIVERABLES AS IDENTIFIED IN THIS RFP DOCUMENT	\$
+ 5% GST	\$
TOTAL PROPOSAL PRICE FOR Bings Creek Recycling Centre Lighting Upgrade Project	\$

The Proposal BID SHEETS and THE DETAILED WORK SCHEDULE With FEES shall be submitted in a separate sealed envelope enclosed in the sealed Official Proposal envelope.

A Detailed Work Schedule **with** Fees shall be provided on one 11x17 sheet in the same format as the Detailed Work Schedule **without** Fees, detailing the Proponent's approach to the activities described in the Scope of Work and Project Schedule. Additional details to be provided in the Detailed Work Schedule **with** Fees will include an estimate of the number of hours that each team member will be allotted to each task and provide a subtotal of hours for each task. The Invoice Summary will add hourly rates and subtotals for all listed tasks to the information provided in the Detailed Work Schedule.

Proponents shall provide a total, all-inclusive, price to complete this engagement, including fees, disbursements, applicable taxes and expenses. There are to be no additional costs.

The CVRD reserves the right to cancel the award without penalty, at the sole discretion of the CVRD.

All prices to be in Canadian funds.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

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Hourly Rates

Proponents shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work. Where the Consultant receives written instructions from the CVRD to provide services that are clearly in addition to the services described in the RFP; the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the CVRD. Additional services may not commence without the CVRD's written approval, and the CVRD must approve any claim for such additional service in writing.

Hourly Staff Charge-out Rates (8 hours per day)

STAFF	HOURLY RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Hourly rates shall be effective for the duration of the project. All administrative costs, disbursements and normal expenses are to be carried in the hourly rates provided. **No additional fees will be considered without express written permission of the Project Manager of the CVRD.**

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Unit Pricing

Proponents shall provide unit prices for the proposed luminaires including make and model details. The proposal will be evaluated based on the **Total Proposal Price** (from BID SHEETS), however the CVRD reserves the right to purchase additional units as may be required.

New Luminaire Type or Equivalent	Qty Required	Make	Model	Price per Additional Unit (\$/Unit)
12.5w-LED-Recessed Pot Light	4			
200 Watt Flood	31			
200 watt Highbay	14			
22 watt Wall Pack	2			
45 watt Canopy	1			
80 watt Flood	6			
80 watt Wall Pack	9			
LED Tube-16w-2L-T8-Instant Fit	41			
LED Tube-16w-2L-T8-Instant Fit (sealed unit)	26			
Occupancy Sensors for inside luminaires	8			

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Additional Work

The following is your Additional Price for the unit of Additional Work listed hereunder. The Additional Price listed applies to performing the Unit of Work only during the time scheduled for such work in the project schedule. The proposal will be evaluated based on the total proposal price (from BID SHEETS). This price does NOT include GST.

Unit of Additional Work	Additional Price (\$)
	Specify Addition to Total Proposal Price
Additional Work Item #1 - Supply and Install bird proofing option for all external luminaires.	

Please include a description of your bird proofing option:

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List of Sub-Consultants

The Proponent submits the following list of sub-contractors whom he proposes to use. Any additions or changes to this list will not be permitted without prior approval by the CVRD.

SUB-CONTRACTOR	ADDRESS	TRADE / FUNCTION

GENERAL INFORMATION

1. Proposal Submission

Two (2) copies of the Proposal (plus one original copy) must be submitted and SEALED, to the CVRD's office, 3rd Floor, 175 Ingram Street, Duncan, British Columbia, V9L 1N8, NOT LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME **Friday August 19, 2016** all in accordance with the attached Proposal Document. All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official.

The Proposal BID SHEETS and DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope enclosed WITHIN the sealed Official Proposal .

Proponents must clearly mark the original submission.

RFP documents received after the specified closing time will not be considered and will be returned unopened to the sender.

As this RFP is for proposals rather than specific tendered items, the opening is intended to publicly record the proposals received, therefore details of each submission will not be read out.

2. Delivery of Proposals

Time will be determined in accordance with the time clock adjacent to the front counter of Engineering Department, 3rd Floor, 175 Ingram Street.

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the CVRD.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered

3. Clarification

Any Proponent who has questions with regard to the Proposal should contact the Project Manager:

Austin Tokarek, Sr. Environmental Analyst - Energy
Phone:250-746-2504
E-mail: atokarek@cvrd.bc.ca

No information given verbally by the CVRD or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Proponents are cautioned to secure clarification on the Proposal information PRIOR to submitting a Proposal.

During the competitive bid process, bidders are cautioned not to contact the employees of the CVRD concerning this bid request. The only contact should be with the persons named in the bid request.

Any Proponent found to be in communication with other than the persons named in the bid document may result in the CVRD disqualifying the Proponent's bid or any future bids from consideration.

4. Questions & Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided however, **that all questions are received no later than one week prior to the closing date.**

5. Award

The award of this Proposal will be based upon the most qualified Proponents that can provide the service required at a reasonable cost while having the greatest overall benefit to the CVRD. Price shall be considered, but need not to be the sole determining factor.

There is no obligation on the part of the CVRD to purchase more or less than the amount listed. The CVRD reserves the exclusive right to purchase more or less than the amount listed, depending upon actual requirement during the term of the Agreement.

After acceptance by the CVRD, a written acceptance will be issued to the successful Bidder. The CVRD will issue a Purchase Order with the successful Proponent.

6. Proposal Format

Please follow the structure of this document in your Proposal (i.e., use the same part, section, structure and identification). The CVRD discourages overly lengthy and costly Proposals, however, in order for the CVRD to evaluate Proposals fairly and completely, Proponents should follow the format set out herein and provide all of the information requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, in a sealed envelope.

Bound Proposals shall be submitted on double sided paper. Color brochures are acceptable. Proponent must clearly mark their original submission.

7. Schedule

The CVRD reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the CVRD.

Event	Date
Release of RFP	August 4, 2016
Site Meeting	August 10, 2016 @9:00 A.M. Local Time
End of Question Period	August 12, 2016
RFP Closing	August 19, 2016 Not Later Than 2:00:00 O'clock P.M. Local Time
Award Contract	August 26, 2016
Contract Start Date	August 29, 2016
Estimated Completion Date	October 31, 2016

The CVRD reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages

incurred by any Proponent, including, without limitations, any expenses incurred in the preparation of the submission.

8. Pricing

All Proposals will be irrevocable after the date and time of opening and will remain open to acceptance for a period of one hundred and twenty (120) days. All prices will be quoted in Canadian dollars.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

Each Proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the RFP.

Quoted prices/rates shall remain firm for the duration of the contract period.

9. Acceptance Period

All Proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of one hundred and twenty (120) days

10. Proponent Contact

Please name one representative for all communication concerning the Request of Proposal process.

11. Supplemental Information

Subsequent to the formal closing of the Proposal, the CVRD may request additional information about the Proponent's Proposal by sending a signed fax, or email, inquiry to the Proponent's contact. The Proponent will provide a signed written response. The CVRD may require interviews to clarify a Proponent response.

12. Proponent Incurred Costs

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the Proponent. All supporting documentation, details and manuals submitted with the Proposals shall become the property of the CVRD. Proponents are advised that the information provided in this Proposal shall be at their own expense for all costs related to the submission of the RFP.

13. Third Party Proponent

Proponents must disclose the use of any third party Proponent.

14. Freedom of Information

All information obtained by the Proponent in connection with this Proposal is the property of the CVRD and shall be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their Proposal; however, the CVRD is required to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended.

15. WorkSafeBC's

The successful Proponent will be required to show proof of WorkSafeBC's coverage confirming that the Proponent is active, in good standing, and has met WorkSafeBC's criteria for advance clearance.

16. Insurance Requirements

The successful Proponent shall at all times during the currency of the TERM of this AGREEMENT and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

a) Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than One Million (\$1,000,000.00) per occurrence. Such policy shall name The CVRD as an additional insured with respect to the liability arising out of the operations of the named insured.

The CVRD reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this AGREEMENT as the CVRD may reasonably require from time to time.

Indemnification

The Proponent will be required to agree to the following respecting liability and indemnity:

The Proponent agrees that the Cowichan Valley Regional District (referred hereinafter as the CVRD) shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Proponent, unless the injury loss or damage is caused by the negligence of an officer or employee of the CVRD while acting within the scope of his/her employment.

The Proponent agrees that it shall, at all times, indemnify and save harmless the CVRD, and each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the CVRD in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Proponent or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Proponent under this contractual agreement.

b) Professional Liability Insurance with a minimum per claim limit of not less than One Million (\$1,000,000.00), and a minimum annual aggregate of not less than Two Million (\$2,000,000.00).

17. Proposal Evaluation

- Following the close of the Proposal call, all Proposals will be evaluated;
- The CVRD, at its sole discretion may negotiate any aspect of any Proposal with one or more of the Proponents at any time;
- Negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent or be construed as an acceptance of the Proposal;
- All negotiations shall be in writing, in a form satisfactory for inclusion into the contract;
- In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or more of the Proponents involved in the Proposal to allow the CVRD team to verify the capability and resources of the Proponent;
- All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the CVRD; and
- All proposals shall become the property of the CVRD.

18. Selection Criteria

The CVRD may select a Proposal, which can satisfy the requirements of the Proposal in a practical manner with assured project management and control. The selection will be based on but not limited to the following criteria, and not necessarily in the order shown below:

- The Proponent's financial capabilities;

- The Proponent's understanding of the CVRD's requirements for services;
The Proponent's demonstrated ability to carry out the work including qualifications & affiliations;
- The Proponent's relevant and successful experience in carrying out similar projects; and
- History of the firm or firms involved in the project (names and experience of key individuals involved is required with submission).

The Proposals will be reviewed and rated based on the completeness of the Proposal, the experience and qualifications of the team members.

19. Errors and Omissions

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified, but obviously required, shall be provided as if specified in conformance with modern practices and workmanship. Any omissions or errors or misinterpretation of these requirements and specifications or within the proposal bid shall not relieve the Proponent of the responsibility of providing the goods as aforesaid.

20. Non Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of their Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without collusion or fraud. If the CVRD discovers there has been a breach of this requirement at any time, the CVRD reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

21. Termination

Termination for Convenience: The CVRD may terminate a contract, in whole or in part, whenever the CVRD determines that such termination is in the best interest of the CVRD without showing cause, upon giving written notice to the Proponent. The CVRD shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount, which exceeds the price bid for the work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Proponent has not performed or has unsatisfactorily performed the contract, the CVRD may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the CVRD. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the contract. The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the CVRD in re-procuring and completing the work

22. Conflict of Interest

All Proponents shall disclose to the CVRD any potential conflict of interest. If such conflict of interest does exist, the CVRD may, at its discretion, withhold the award. If during the Proposal evaluation process or the negotiation of the contract, the Consultant is retained by another client giving rise to a potential conflict of interest, then the Consultant will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

23. Intent of Award

The CVRD reserves the right to make an award based on the following considerations:

- a) Is the intention of the Proponent clear from the Proposal documents?
- b) Has the Proponent made a conscientious attempt to comply with the requirements?

c) Are the best interests of the CVRD being served?

24. Litigation

The CVRD reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the CVRD, or who has given notice to the CVRD of its intent to commence litigation or other legal proceedings against the CVRD.

25. Sub-Consulting

The successful Proponent shall not assign the agreement or retain subcontracting without the prior written consent of the CVRD. No assignment or subcontract shall relieve the successful Proponent from the obligation set out in this document or impose any liability on the CVRD.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

All known Sub-Consultants must be listed in the Proposal submission. Sub-Consultants not listed in the Proposal submission must be approved by the CVRD or his authorized designate prior to any commencement of work.

26. Limited Submissions Received

In the event that the CVRD receives less than three Proposal submissions, the CVRD, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay or change the closing date and may cancel the process as it deems appropriate.

27. Consultant's Responsibility

The Consultant shall carefully examine all Proposal documents for this contract, to determine the extent of work. By submitting a Proposal the Consultant acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The CVRD will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Consultant serves as his stated commitment to fulfill all of the conditions referred to in this Proposal.

28. Award of Contract

Notice of acceptance of the Bid and award of the Project will be given to the successful Proponent by the CVRD by written Notice of Award and an accompanying Purchase Order. The details outlined in the RFP and any Addenda will form the basis for the agreement.

The Bidder to whom this contract is awarded will be required to provide within ten (10) days from the Notice of Award mailing date by the CVRD the following items:

1. CVRD Certificate of Insurance
2. WorkSafeBC Clearance Certificate

The attached forms are the ONLY form that the CVRD will accept. No other forms will be accepted.

29. Addenda

During the bidding period Proponents may be advised by addenda of required additions to, deletions from, or alterations to the requirements of the Bid Documents. Addenda shall become part of the Bid Documents. Proponents shall include the cost implications of all addenda in the Base Bid.

The requirements of all addenda issued during the bidding period shall be included in the Bid.

The onus is on the Proponent to ensure they have received all addenda issued.

EVALUATION OF PROPOSAL

At the close of the Proposal call, all Proposals will be evaluated by the Steering Committee. Selection of the successful Proponent will be based on the Proponent providing the greatest overall benefit to the CVRD and will include the Proponent's compliance in meeting the requirements.

The CVRD, at its sole discretion may negotiate any aspect of any Proposal with one or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent(s) or be construed as an acceptance of the Proposal. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All Proposals shall become the property of the CVRD. All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the CVRD.

Proposals received on time will be reviewed. Proponents may be contacted to explain or clarify their Proposals however they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) will be reviewed.

Short-listed Proponents may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the first ranked Proponent determined.

References, credit checks, or any other type of information that will aid the CVRD in its selection may be obtained. The CVRD reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The CVRD reserves the right to reject Proposals in accordance with the criteria/method outlined in the RFP in its sole and absolute discretion. The CVRD reserves the right to select and retain the Proponent it deems most appropriate for the work at its sole and absolute discretion.

Step One Evaluation – Written Proposals

During Step One of the evaluation process, the Steering Committee will independently read, review and evaluate each Proposal on the basis of the technical evaluation criteria and as depicted on the Proposal Evaluation scoring sheet contained herein. In submitting a Proposal, each Proponent agrees to be bound by the evaluation of the Steering Committee. Scores shall be from 0 to 10 points in each of the technical evaluation criteria listed. The criteria point score shall be multiplied by the weight factor to obtain a criteria score. Criteria scores shall be totaled for the Proponent's total score. The Steering Committee will then come together to form a consensus evaluation score for each Proponent and a composite rating is developed which indicates the collective technical ranking of the highest rated technical Proposals in a descending order.

Proponents must achieve a minimum score of seventy percent (70%) in Step One evaluation of the technical proposal.

Step Two Evaluation – Cost Proposal

Once Proponents have successfully passed Step One of the evaluation process, the sealed pricing envelope submitted by those successful Proponents only will be opened and evaluated for price by calculating the Price per Point. Price per Point shall be calculated as follows: Total Price (as calculated on the Cost Proposal) divided by the Total Awarded Score.

The sealed pricing envelopes submitted by the Proponents that did not pass Step One will be returned unopened.

The top ranked Proponent which the CVRD, in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

1. Evaluation Scoring Sheet

Proponent: _____

Criterion	Maximum Points	Weight Factor	Independent Review Points x Weight = Score
1. Company Profile	0 1 2 3 4 5 6 7 8 9 10	10	
Comments:			
2. Project Experience	0 1 2 3 4 5 6 7 8 9 10	15	
Comments:			
3. Methodology and Work Plan Description	0 1 2 3 4 5 6 7 8 9 10	10	
Comments:			
4. Project Team Organization and Qualifications	0 1 2 3 4 5 6 7 8 9 10	20	
Comments:			
5. Detailed Work Schedule and Staff Allocation	0 1 2 3 4 5 6 7 8 9 10	10	
Comments:			
6. Cost and Schedule Controls	0 1 2 3 4 5 6 7 8 9 10	15	
Comments:			
7. Design and Clarity of Proposal	0 1 2 3 4 5 6 7 8 9 10	5	
Comments:			
8. Warranty	0 1 2 3 4 5 6 7 8 9 10	15	
Comments:			
Total Score		100	
Proposal Cost			\$
Cost Per Point Value (Proposal Cost divided by Total Score)			

Instructions to Evaluator: Complete a separate evaluation form for each Proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgement of the merits of the identified Proponent's Proposal.

Committee Member (please print): _____ Dept.: _____

Signature: _____ Date: _____

2. Proposal Evaluation Table

RATING		DESCRIPTION
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the CVRD's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the CVRD's needs.
7		Fully meets all requirements of the criterion.
<hr/>		
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
<hr/>		
5		Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

CVRD PROPOSAL TERMS & CONDITIONS

1. Scope:

These Terms and Conditions form a part of each Proposal, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

Any contracts issued by the Cowichan Valley Regional District (CVRD) further to this RFP will bind the Proponent to the terms and conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual proposal and except as negotiated between the CVRD and the Proponent.

2. Definitions:

As used herein as well as in all specifications, RFPs, proposals, awards, contracts, etc., issued by the CVRD, the following definitions shall apply, unless otherwise indicated.

CVRD: The Cowichan Valley Regional District.

AGENCY: Any CVRD Department.

PROponent: Any Individual, Firm, Company, or Corporation submitting a bid on a RFPs issued by the CVRD.

REQUEST FOR PROPOSAL: The documents comprising an invitation to submit Proposals to furnish commodities or services for the CVRD.

PROPOSAL: The offer of a Proponent to furnish commodities or services in response to a RFP.

CONTRACT: The acceptance by the CVRD of a contract further to a Proposal by a Proponent to furnish commodities or services.

CONTRACTOR: Any Individual, Firm, Company or Corporation to whom a contract is awarded against a bid submitted.

3. Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

1. Proposal Form

- a. The correct Proposal form, as supplied by the CVRD must be used and returned in a sealed envelope, addressed to the Project Manager, 175 Ingram Street, Duncan, British Columbia V9L 1N8, on or before the specified Proposal Closing Date and Time. PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE CONSIDERED. THIS APPLIES TO PROPOSALS SENT BY MAIL OR DELIVERED IN PERSON. PROPOSALS RECEIVED BY FACSIMILE (FAX) WILL NOT BE CONSIDERED.
- b. All Proposals must be legibly written in ink or by typewriter and ALL REQUIRED ITEMS MUST BE COMPLETED, unless otherwise specified, with the unit price for every item and other entries clearly shown.

- c. The Proposal must not be restricted by a statement added to the Proposal form or a covering letter or alterations to the Proposal form provided by the CVRD (unless otherwise specified).
- d. Adjustments by telephone, facsimile (FAX) or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.
- e. The Proponent declares that the Proposal is NOT made in connection with any other Proponent submitting a bid for the same work and is in all respects fair and without collusion or fraud.
- f. The Proposal form(s) must be signed in the space(s) provided on the form, with the signature of the Proponent or of a responsible official of the organization submitting a Proposal. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he shall sign separately on behalf of each Proponent. In the case of an incorporated Company, the corporate seal must be affixed to the Proposal forms.
- g. Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization submitting the Proposal.
- h. All information required in the Proposal forms in connection with each item against which a Proposal is submitted must be given to constitute a valid Proposal.

2. Insurance Requirements

The Contractor covenants and agrees to carry such insurance as may be required by the CVRD, and to furnish satisfactory proof thereof when required by the CVRD within ten (10) days from the date of request.

3. Goods and Services Tax (GST)

The CVRD is required to pay the Goods and Services Tax on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

4. Omissions and Discrepancies

Should a Proponent find discrepancies prior to the closing date or omissions from the documents, or should he be in doubt as to their meaning, he should notify the Project Manager as soon as possible, who may send a written instruction or an addendum to all Proponents.

5. Withdrawal of Proposal Prior to Opening

A Proponent who has submitted a Proposal on a RFP may request that it's Proposal be withdrawn (adjustments or corrections to Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this Proposal. Withdrawal requests may be directed to the official receiving the bids, by letter, email, facsimile (FAX) or in person. Telephone requests will not be considered.

Withdrawal requests received after the closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same RFP prior to the specified Proposal closing time.

6. Withdrawal of Proposals During a Proposal Opening

During a proposal opening, a Proponent may withdraw any of his remaining Proposals. Proposals withdrawn under this procedure cannot be reinstated.

If more than one Proposal is read out under the same name for the same Proponent, and no withdrawal notice has been received, the Proposal contained in the envelope bearing the latest date

and time stamp shall be considered the intended Proposal. The first Proposal received shall be considered withdrawn and returned to the Proponent in the usual manner.

7. Proposal Opening

All Proposals will be opened publicly by the Proposal Opening Committee under the chairmanship of the Project Manager. Proponents may be present or represented at Proposal openings.

After opening, all Proposals will be checked by CVRD Officials for arithmetic errors, correct deposits, if required, and any other irregularities. If arithmetic errors are found in a unit price Proposal, the unit prices proposed shall govern and the extensions(s) and additions(s) shall be corrected accordingly. The lowest or any proposal need not necessarily be accepted.

8. Unbalanced Proposal

Each item in the Proposal sheet shall be reasonably priced for such item. Proposals that contain prices which appear to be unbalanced as to affect adversely the interest of the CVRD may be rejected.

9. Substitutes and Alternates

Unless qualified by the provision "**NO SUBSTITUTE**", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict Proponents to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the commodity desired, but the commodity on which Proposals are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a Proposal on a commodity other than as specified, the Proponent must furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to Proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the CVRD. If the Proponent does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Proponent proposes to furnish the exact commodity as described in the RFP.

10. Award

- a. The CVRD reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the RFP, and to award contracts to one or more Proponents; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the CVRD will be served.
- b. The CVRD reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the RFPs, during which period the Proposal shall not be withdrawn unless the Proponent distinctly states in his Proposal that acceptance thereof must be made in a shorter specified time.
- c. A Proponent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the RFPs.

11. Contract

- a. Each Proposal will be received with the understanding that the acceptance in writing by the CVRD of the offer to furnish all or any part of the services described therein shall constitute a contract between the Proponent and the CVRD, which shall bind the Proponent on his part to furnish and deliver the services at the prices given and in accordance with conditions of the accepted Proposal and the RFP TERMS AND CONDITIONS.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the CVRD unless authorized in writing.

- c. It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or corporation without the previous written consent of the CVRD.
- d. The placing in the mail to the address given in his Proposal or delivery of a notice of award to a Proponent will constitute notice of acceptance of a Proposal. When so requested by the CVRD the Contractor shall execute a formal contract with the CVRD for the complete performance specified therein.
- e. The contract may be cancelled by the CVRD upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within the (10) days from date of request.
- f. Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the CVRD, or failure to make replacements of rejected services when so requested, will constitute authority for the CVRD to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the CVRD for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the CVRD reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the CVRD.
- g. When commodities are rejected, same must be removed by the Contractor from the premises of the CVRD within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the CVRD may take such action as it deems necessary. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the CVRD shall have the right to dispose of them as its own property.
- h. The CVRD reserves the right to remove from the list of Proponents, for an indeterminate period, the name of any Proponent or Contractor for unsatisfactory performance of contract.

12. Contract Guarantee

Contractor hereby covenants and agrees:

- a. To perform the contract in accordance with the specifications under which the contract is awarded.
- b. To save the CVRD, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
- c. To guarantee his work against defective materials or workmanship and to replace any damage or marring occasioned in transit. The guarantee must be in writing with the Proposal, stating period of guarantee.
- d. To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other Contractors.
- e. To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Corporation.

13. Delivery

- a. Any equipment delivered must be standard new equipment or material of the latest model except as otherwise specifically stated in the Proposal. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

- b. Materials and supplies must be new items except as otherwise specifically stated in the Proposal.
- c. Delivery must be made as ordered and in accordance with the Proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt shall rest with the Contractor.
- d. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers, the containers to remain the property of the CVRD unless otherwise stated in the Proposal.
- e. Where materials are furnished for a specified price per unit of weight, the CVRD reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.

14. Inspections and Tests

- a. The inspection of commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the CVRD.
- b. Any material or work which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the CVRD shall be final.
- c. All costs associated with the inspection or testing of any material or work shall be borne by the Contractor.

15. Payment

- a. All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the CVRD's authorized designate.
- b. Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.
- c. All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the CVRD, on demand, the amount of such charges.

SCHEDULE A: INVOICE SUMMARY TEMPLATE

PROJECT TITLE:

Invoice Summary
 For invoices dated:

Tasks Completed:
Project Summary:

TASK #	Contract Amount	Previously Billed	% Billed	+ % This Invoice	Current Invoice	% Task Complete	Notes
TASK 1							
TASK 2							
TASK 3							
TASK 4							
TASK 5							
TASK 6							
SUBTOTAL							
GST @ 5%							
PST @ 7%							
TOTAL THIS INVOICE							